

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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FPN: <u>452860-2-28-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D125-091-B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>CD24</u>	Fund: _____	Fund: _____
Org Code: <u>55012010130</u>	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____

County No: <u>16 - Polk</u>	Contract No: _____
Recipient Vendor No: <u>F596000809027</u>	Recipient Unique Entity ID (UEI) No: <u>JBN5EHFNGUG9</u>

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and Polk County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP funding and financial oversight of PD&E services for the project which consist of the study for Kathleen Rd, which will involve the widening and extending of Kathleen Road from Duff Road to Highway 98, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 6/30/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 2,000,000.00 (Two Million Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,000,000.00 (Two Million Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

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provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not

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eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

- n. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

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Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
- ☒ shall
- ☐ shall not

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maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E", "F" and "H" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.

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- c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- i. ☒ The following Exhibit(s) are attached and incorporated into this Agreement: Attachment A, Pages A-1 thru A-56

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Polk County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title: Chairperson

By: _____
Name:
Title: Director of Transportation and Development

Legal Review:

_____ 

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 452860-2-28-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Polk County (the Recipient)

PROJECT LOCATION: NON-INTRASTATE OFF STATE HIGHWAY

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

County Length	Roadway ID	Roadway Side	Number of Lanes	MP From/To	Section	Work
POLK	16550000	LEFT RDWY	2	5.114 / 5.244		0.130
	16550000	RIGHT RDWY	2	5.114 / 5.244		0.130
	16550000	LEFT RDWY	1	5.244 / 5.32		0.076
	16550000	RIGHT RDWY	1	5.244 / 5.32		0.076
	16550000	COMPOSITE	2	5.32 / 7.749		2.429
	16550000	LEFT RDWY	1	7.749 / 7.859		0.110
	16550000	RIGHT RDWY	1	7.749 / 7.859		0.110

PROJECT DESCRIPTION:

The Study of potentially widening and extending of Kathleen Road from Duff Rd. to Highway 98.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The RECIPIENT must comply with the NEPA, FDOT PD&E Manual (Topic No. 650-000- 001) and the Local Programs Manual, Chapter 18.

The Recipient shall refer to 'Attachment A', Scope of Services for guidance on the PD&E process and become familiar with project documents and materials.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by: June 30th, 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2026 for PD&E services.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

ATTACHMENT A

**SCOPE OF SERVICES
FOR
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES
KATHLEEN ROAD WIDENING AND EXTENSION FROM DUFF RD TO HWY 98
Polk County**

This Scope of Services is an attachment which is incorporated into the agreement between the Polk County (hereinafter referred to as the “County”) and the Consultant relative to the transportation facility described as follows:

Financial Project ID: 452860-2-28-01

Federal Aid Project No.:

ETDM No.:

County Section No.: 16550000; 16000031

Bridge No.: NA ***Railroad Crossing No.:*** NA

Project Type: Highway

Lead Agency: Polk County

Federal Funding: Yes

Anticipated Class of Action: Type 2 Categorical Exclusion

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1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the CONSULTANT and the County when conducting Project Development and Environment (PD&E) Studies necessary to comply with Florida Department of Transportation (FDOT or DEPARTMENT) procedures and underlying laws and regulations and to obtain approval of the Environmental Document.

All activities encompassed by this Scope of Services include:

- Major work groups include:
 - 2.0 - PD&E Studies
- Minor work groups include:
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 6.1 - Traffic Engineering Studies

This contract has an option for design services necessary to accelerate the project development. The County will prepare the scope of services for design related activities before completing the PD&E Study.

The project development process and all tasks identified in this Scope of Services must follow the guidance provided in the DEPARTMENT's current version of the **PD&E Manual, Procedure No. 650-000-001**, and **FDOT Design Manual (FDM)**. As discussed in **Part 1, Chapter 1**, of the **PD&E Manual**, the **PD&E Manual** satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the Federal Highway Administration (FHWA) Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, project documents prepared by the CONSULTANT must comply with all applicable state and federal laws, regulations, and Executive Orders.

The Scope of Services defines the project tasks to be performed consistent with the **PD&E Manual** and other pertinent manuals as noted in Section 2. The Scope of Services also outlines work activities that will be the CONSULTANT's and/or the County's responsibility.

The CONSULTANT must demonstrate good project management practices while working on this project, including effective communication with the County and others as necessary, effective management of time and resources, and quality of documentation. Throughout the PD&E Study, the CONSULTANT shall set up and maintain a contract file in accordance with County procedures. The CONSULTANT and any SUB-CONSULTANTS are expected to know the laws and rules governing their profession and provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The County will provide contract administration and management. The County and the DEPARTMENT will provide technical reviews of all work associated with the development

of this project and performed under this Scope of Services. The technical reviews will focus on high-level conformance and are not meant to substitute CONSULTANT quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services. The County may provide task-specific information as outlined in this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

Kathleen Road is a two-lane undivided north-south urban collector located to the northwest of Lakeland. The northern terminus of Kathleen Road is currently at West Socrum Loop Road. The corridor limits of this Project are from the intersection of Kathleen Road @ Duff Road to the intersection of US 98 @ Rockridge Road (approximately 4.7 miles).

Polk County has identified the widening and extension of Kathleen Road as a priority given the population and employment growth projected for the region surrounding Kathleen Road. This expected growth is evident in the increased traffic demands on nearby roadways, and future development projects planned along the corridor.

2.1 PROJECT OBJECTIVES

The PD&E Study has the following project objectives:

Study the potential widening of Kathleen Road and Rockridge Road. Study a new alignment from W Socrum Loop Road to Rockridge Road.

The CONSULTANT will analyze and assess the project's impact on the social, economic, cultural, natural, and physical environment, and develop the location and design concept of the project in accordance with FDOT policy, procedures, and requirements.

The CONSULTANT shall review and become familiar with project documents and materials that have been prepared prior to the PD&E phase. The CONSULTANT will review the Efficient Transportation Decision Making Process (ETDM) Programming Screen Summary Report, including comments received from the Environmental Technical Advisory Team (ETAT), Lead Agency, and/or any responses from the DEPARTMENT pertaining to this project. The CONSULTANT shall also review concepts and reports (e.g., typical sections, alignments, planning reports) developed from previous planning studies. The CONSULTANT shall use resource agencies' comments to assess the level of effort for work activities required to adequately address potential resources of concern to this project.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT will conduct the appropriate level of engineering and environmental analyses for this project, as outlined in the **PD&E Manual**, the **FDM**, and directed by the project objectives. The level of analysis depends on complexity of the project, level of

controversy, potential for significant impacts, and degree and quality of information/data available. If the Class of Action (COA) for the project was not determined after the ETDM screening, prior to the creation of the Scope of Services, the Lead Agency will determine the COA upon completion of the environmental analyses.

The CONSULTANT, upon direction from the County and the DEPARTMENT, will assist with updating data, technical studies, or environmental documents to ensure compliance with NEPA, other federal laws, regulations, and Executive Orders.

The CONSULTANT will maximize the use of existing information available from Federal, State, regional, local agencies, private sources, and its own files. Examples include: the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection's (FDEP) OCULUS Electronic Document Management System, and other sources as appropriate.

The DEPARTMENT will allow the CONSULTANT to use the DEPARTMENT's computer facilities upon proper authorization as described in DEPARTMENT Form No. 325-060-08b.

2.2.1 Governing Regulations

Services performed by the CONSULTANT must comply with the **PD&E Manual** and all applicable DEPARTMENT Policies, Procedures, Manuals and Guidelines. Specifically, the CONSULTANT must comply with DEPARTMENT's **PD&E Manual, FDM, Structures Manual, and Computer Aided Design and Drafting (CAAD) Manual**. The DEPARTMENT's manuals and guidelines incorporate, by requirement or reference, all applicable federal and state laws, regulations, and Executive Orders. The CONSULTANT will use the latest editions of the manuals, procedures, and guidelines to perform work for this project.

2.2.2 Liaison Office

The County and the CONSULTANT will designate their respective Liaison Offices for this project.

2.2.3 Personnel

The County will designate a Project Manager to represent the County for this project. The County Project Manager shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing, and reporting. The County Project Manager shall also be responsible for approval of any additional staffing to be provided, including additional consultant staff (approval must be coordinated with the Procurement Office), and shall give approval of all products and services. The CONSULTANT will assign a Project Manager who will communicate regularly with the County Project Manager regarding development of this project.

Final direction on all matters of this project remains with the County Project Manager.

The CONSULTANT must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. Personnel identified in the contract must perform the CONSULTANT's work to County standards and procedures. Any changes in the identified personnel will be subject to review and approval by the County. To the extent possible, the CONSULTANT must minimize the County's need to apply its own resources to the activities of the Scope of Services, unless otherwise identified.

The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT is responsible for ensuring that staff assigned to work under this Agreement has the training established by the County as a prerequisite for CONSULTANT staff to perform work. If the required training is such that the trainee can apply it to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to the County on this contract and shall only be recoverable through overhead for the CONSULTANT firm.

The CONSULTANT must request approval from the County's Project Manager and Procurement for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via a contract amendment. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

The CONSULTANT must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans, as required by County standards.

The CONSULTANT and its employees, agents, representatives, or SUB-CONSULTANTS are not employees of the County or the DEPARTMENT and are not entitled to the benefits of State of Florida (State) employees. Except to the extent expressly authorized herein, the CONSULTANT and its employees, agents, representatives, or SUB-CONSULTANTS are not agents of the County or the State for any purpose or authority, such as to bind or represent the interests thereof, and shall not represent that it is an agent, or that it is acting on the behalf of the County or the State. The County shall not be bound by any unauthorized acts or conduct of CONSULTANT.

2.2.4 Sub-Consultants

The County Project Manager, Procurement Office, and the CONSULTANT Project Manager must approve, in writing in advance, any services assigned to any SUB-CONSULTANTS in accordance with this Scope of Services. All SUB-CONSULTANTS must be technically qualified by the County to perform all work

assigned to them. Use of additional SUB-CONSULTANTS with specialized areas of expertise may be required to complete specific assignments. Any SUB-CONSULTANTS, including their work assignments and rates of compensation, shall be agreed to by the County Project Manager, Procurement Office, and the CONSULTANT Project Manager, and documented in the contract file, prior to any work being performed.

2.2.5 Lead Agency, Cooperating Agencies, and Participating Agencies

The CONSULTANT Project Manager will support the County Project Manager's coordination efforts with Lead Agency(ies), Cooperating Agency(ies), and Participating Agency(ies).

The Lead Agency for this project is Polk County.

2.2.6 Meetings and Presentations

Led by the County Project Manager, the CONSULTANT will attend the Notice to Proceed Meeting, where DEPARTMENT representatives will outline relevant contract and project information provided by the County Project Manager.

The CONSULTANT shall attend phase review, progress review, and other miscellaneous review meetings necessary to undertake the activities of this Scope of Services. This includes meetings with County staff, as well as other consultants, technical meetings, or other miscellaneous meetings. This does not include meetings identified by subject area in Sections 3, 4, and 5 of this Scope of Services. It is anticipated that six progress and miscellaneous review meetings will be needed.

The CONSULTANT will attend meetings or make presentations at the request of the County with at least five (5) business days' notice. The CONSULTANT will prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the County Project Manager for review.

2.2.7 Communication

The County Project Manager will be the representative of the County for the project. The CONSULTANT must regularly communicate with the County Project Manager to discuss and resolve issues or solicit opinions regarding this project. The CONSULTANT must include the County when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this project remains with the County Project Manager.

All written correspondence between the CONSULTANT and any party pertaining specifically to this project must be reviewed and approved by the County. The CONSULTANT must respond to information requests relevant to the PD&E Study from third parties at the direction, and with the approval, of the County. The

CONSULTANT will assist the County in preparing letters from County personnel to other agencies, public officials, and others as needed or requested.

2.2.8 Quality Control

The County requires that all project documents, technical studies, calculations, maps, reports, conceptual plans, design, and Environmental Document are correct, complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT is responsible for the quality of all (including the SUB-CONSULTANTS) deliverables. The CONSULTANT will independently and continually review deliverables for accuracy and completeness. The CONSULTANT must develop and follow an internal Quality Control (QC) process. The QC process intends to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the CONSULTANT must submit its QC Plan to the County Project Manager for approval. The QC Plan will identify the deliverables, the personnel performing the reviews, and the method of documentation. The CONSULTANT Project Manager and the CONSULTANT QC Manager will sign the QC Plan.

The CONSULTANT must include documentation of reviews and written resolution of comments with each submittal or deliverable to show adherence of the QC process. At a minimum, provide a quality review checklist which includes letters, exhibits, technical studies, reports, design calculations, Environmental Document, or any documents used or referenced in the QC Plan. The CONSULTANT must maintain documentation which shows adherence of the QC Plan process was followed. The County Project Manager may request document reviews and written resolution of comments from the CONSULTANT at any time during the PD&E Study.

2.2.9 Schedule

Within ten (10) business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a detailed project activity or event schedule to the County. The schedule must indicate all required submittals, critical path activities, and key project milestones or activity codes. When applicable, the CONSULTANT Project Manager will receive a Statewide Acceleration and Transformation (SWAT) preliminary project schedule from the County Project Manager during the Notice to Proceed meeting. The project schedule shall contain, at a minimum, the following information for each schedule activity: FDOT activity ID with correct Project Schedule Management (PSM) codes, activity description, original duration, remaining duration, start date, finish date, activity percent complete and total float. Only allow two (2) open-ended activities (the first and the last). The project schedule must include a column displaying each activity's Predecessor and Successor. The schedule must be based on the County's expected

production date and must be approved by the County and the DEPARTMENT. The PSM Codes and Schedule Templates are found on the OEM website (<https://www.fdot.gov/environment/psmcodes.shtm>). The schedule must be based upon consideration of the project's environmental issues (social, cultural, natural and physical resources) and regulatory requirements, and in coordination with the DEPARTMENT's District Environmental Management Office.

An anticipated payout and fiscal progress curve must accompany the schedule. For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least 1 month for each draft technical report or memorandum submitted for County and District review.

In developing the schedule for this project, the CONSULTANT, in coordination with the County and the Department, must include adequate time to meet regulatory, Lead Agency, and Cooperating Agency reviews, as well as formal consultation timeframes.

Periodically throughout the life of the contract, the CONSULTANT must review the project schedule, payout, and fiscal progress curves to monitor the progress of the project. The CONSULTANT shall submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review and progress and payout curves, to the County Project Manager. The County Project Manager and the DEPARTMENT must approve any adjustments or changes to the approved schedule.

2.2.10 Submittals

The CONSULTANT will compile and transmit draft documents identified in this Scope of Services to the County for review. For each submittal, the CONSULTANT will include a Transmittal Cover Letter that includes, at a minimum, the file name and format of each electronic file, and the number of hardcopies (if any) as directed by the County Project Manager.

The County and the DEPARTMENT will review draft submittals and provide the CONSULTANT with review comments. The CONSULTANT will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The CONSULTANT will assist the County in resolving the comments received from the Lead Agency, Cooperating Agencies, resource agencies and the public, including preparation of individual responses.

PD&E Provisions for Work:

- Quality Control Plan (QC Plan)
- Project Schedule

Public Involvement:

- Public Involvement Plan (PIP)
- Public Hearing Transcript
- Comments and Coordination Report

PD&E Engineering:

- Traffic Analysis Methodology Technical Memorandum
- Project Traffic Analysis Report (PTAR)
- Preliminary Engineering Report (PER)
- Location Hydraulics Report (LHR)
- Pond Siting Report (PSR)
- Conceptual Design Plan Set
- Typical Section Package
- Utilities Assessment Package

Environment:

- Environmental Class of Action Recommendation Form
- Type 2 Categorical Determination Exclusion Form
- Sociocultural Effects Evaluation (SCE)
- Noise Study Report (NSR)
- Level I Contamination Assessment Report (Contamination Screening Evaluation Report)
- Conceptual Stage Relocation Plan
- Water Quality Impact Evaluation (WQIE)
- Natural Resource Evaluation (NRE) (Wetlands, Species, and EFH)
- Research Design and Survey Methodology
- Cultural Resource Assessment Survey (CRAS)
- Cultural Resource Assessment Survey Addendum

General:

- Project Commitments Record (PCR)

Other Submittals:

- Additional documents may be needed depending on what is found during the study.

The Type 2 CE needs to be prepared in SWEPT, so the consultant will need to be granted access by FDOT to this system if they don't already have it.

The CONSULTANT will submit to the County final reports and other deliverables identified in this section, in the requested format.

Upon completion of the project, the CONSULTANT will transfer to the County all project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the PD&E Study in an organized manner, in an agreed upon portable storage drive.

Additionally, the CONSULTANT will upload all final submittals and appropriate supporting project files to the StateWide Environmental Project Tracker (SWEPT), upon completion of technical studies and Environmental Document and as directed by the County.

The Project Commitment Records will be delivered as a PDF to the County and the DEPARTMENT for uploading into Project Suite Enterprise Edition (PSEE) at the completion of the study.

2.2.11 Computer Automation

The CONSULTANT shall develop concept plans and alternatives' designs utilizing CADD systems. The DEPARTMENT makes software available to ensure quality and conformance with the DEPARTMENT'S policies and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the CADD production requirements in the **FDOT CADD Manual**. The CONSULTANT must submit final documents and files as described in the **CADD Manual**. Additional related information is found in the **FDM**. Concept plans and alternative designs shall also be displayed using Google Earth-ready KMZ files. The concept plans must have both existing and proposed engineering and environmental features.

Upon DEPARTMENT approval, the CONSULTANT may also use computer tools and software to conduct some of the engineering and environmental analyses. Prior to using these tools, the CONSULTANT must agree to provide original electronic files in a format and standard consistent with the DEPARTMENT's policies and procedures.

Prior to submitting electronic files to the DEPARTMENT, all electronic files must be scanned for viruses. Failure to scan electronic files for viruses may result in a lower CONSULTANT work performance evaluation.

2.2.12 Conflict of Interest

The CONSULTANT or any affiliate is not eligible to pursue advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT developed the Scope of Services. SUB-CONSULTANTS are also ineligible to pursue projects where they participated in the development of the Scope of Services or have an oversight responsibility. The term "affiliate" is defined in **FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts**.

The CONSULTANT and its SUB-CONSULTANTS will not enter into another contract during the term of the contract for this project which would create or involve a conflict of interest with the services herein. The CONSULTANT and its SUB-CONSULTANTS must comply with **FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts**.

2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES

The CONSULTANT will coordinate work activities with any ongoing and/or planned County or DEPARTMENT projects that may affect this project. The County, the DEPARTMENT and CONSULTANT shall coordinate with local governmental entities

to ensure project concepts are compatible with local improvements and right of way activities. The CONSULTANT will inform the County Project Manager of all coordination activities with other agencies or entities prior to holding such activities. The County Project Manager shall be included in all such coordination activities.

The CONSULTANT shall coordinate with the following pertinent projects and studies:

- 436673-1-52-01 US 98 Widening from W Socrum Loop Road to CR 54

2.4 CONTRACT MANAGEMENT

The CONSULTANT is responsible for maintaining project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONSULTANT is responsible for preparing monthly progress reports and schedule updates. Progress reports will be delivered to the County in a format prescribed by the County Project Manager with the corresponding invoice.

The CONSULTANT will regularly communicate the status of the project with the County while managing SUB-CONSULTANT efforts and executing SUB-CONSULTANT agreements.

2.5 ADDITIONAL SERVICES

The CONSULTANT will be requested to provide the following additional services for this project.

2.5.1 Alternative Corridor Evaluation

Not applicable for this project.

2.5.2 Advance Notification

At the beginning of the project, the County and the DEPARTMENT will prepare the Preliminary Environmental Discussion and Advance Notification and transmittal letter as per **Part 1, Chapter 3** of the **PD&E Manual**, for the District Environmental Management Office Manager/Engineer to submit to the State Clearinghouse. The CONSULTANT will gather data and prepare the necessary documentation for screening the project in ETDM.

2.5.3 Scoping

Not applicable for this project.

2.5.4 Notice of Intent

Not applicable for this project.

2.6 SERVICES TO BE PERFORMED BY THE COUNTY AND THE DEPARTMENT

The County and the DEPARTMENT will provide the following services and materials:

- Lead and participate in coordination efforts with the Public Transit Office, Office of Environmental Management, FTA, environmental resource and regulatory agencies, the public, and other stakeholders, as appropriate.
- Provide project data currently on file and available from study partners, such as:
 - Travel market analysis or ridership forecasting;
 - Planned new development or redevelopment including Developments of Regional Impact (DRIs) data, Community Reinvestment Act (CRA) plans, streetscape, landscape, road diet, or context sensitive design efforts;
 - ACER, planning studies, environmental evaluations;
 - ETDM Programming Summary Report;
 - Recently completed roadway studies for the study area including PD&E studies, access management, intersection plans, design files, and capacity improvements;
 - Multimodal or small area studies including freight, interchange, intersection, transit, pedestrian, bicycle, land use and signal priority;
 - Transportation Management Plan;
 - Traffic analyses for the study area/corridors;
 - Previously conducted transit vision plans, transit feasibility studies, comprehensive operations analyses, transit development plans, etc.;
 - All information in the possession of the County and the DEPARTMENT pertaining to prior and on-going studies that may affect the project such as existing construction and as-built plans, bridge inspection reports and load ratings, prior environmental studies, existing permit information, existing drainage and geotechnical reports and any agreements with third parties related to the project corridor;
 - All available information in the possession of the County and the DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction;
 - All future information that is in possession or may become available to the County and the DEPARTMENT pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas used as part of the existing right of way;
 - Advance Notification and all environmental and engineering documents including the Permit Coordination Packages;
 - Coordination with the State Historic Preservation Officer (SHPO);
 - Existing FDOT right of way maps and information on existing surplus right of way under ownership by the DEPARTMENT or participating local agency (counties and cities partnering with FDOT for the PD&E Study);

- Existing Horizontal Network Control;
- FDOT crash data;
- Available traffic and planning data;
- Proposed right of way cost data;
- Construction cost database, as applicable;
- Project Electronic File Root Directory Structure for delivery of project design files to the County and the DEPARTMENT;
- All applicable County or DEPARTMENT agreements with Utility Agency Owners;
- Letters of authorization designating the CONSULTANT as an agent of the County to enter lands, waters, and premises of another in the performance of duties in accordance with Section 337.274, F.S.;
- Reviews of technical reports and Environmental Documents

2.7 OPTIONAL SERVICES

The County has the option to request the CONSULTANT to provide professional services not explicitly outlined in this Exhibit. These services may include, but not limited to: re-evaluation of previous PD&E Studies, environmental analysis not specifically listed in this Scope of Services, final design services, expert witness services for right of way acquisition, additional design analysis, and design plan preparation for utilities review. Additionally, by request, the CONSULTANT may provide services for Request for Proposal (RFP) development for Design-Build Procurement and/or support the County in the acquisition of a Design-Build contract. The fee for such services shall be negotiated in accordance with the terms detailed in **Exhibit B** (Method of Compensation) for a fair, competitive and reasonable cost, considering the scope and complexity of the project. For optional services, a supplemental agreement shall be executed in accordance with Section 2 of the Standard Professional Services Agreement Terms.

- Roadway Analysis and Roadway Plans
- Drainage Analysis
- Utilities
- Environmental Permitting, Compliance and Clearance
- Structures
- Signing and Pavement Marking Analysis and Plans
- Signalization Analysis and Plans
- Lighting Analysis and Plans
- Landscape Architecture Analysis and Plans
- Survey
- Photogrammetry
- Mapping
- Terrestrial Mobile LiDAR
- Architecture Development
- Noise Barrier Assessment

- Intelligent Transportation Systems (ITS) Analysis and Plans
- Geotechnical
- 3D Modeling

This PD&E Study has an option for design services. The CONSULTANT shall not proceed with any design activities without written authorization from the County.

3.0 PUBLIC INVOLVEMENT

The intent of public involvement is to engage the public, including property owners, tenants, business owners and operators, public officials and agencies, facility users, interested parties, and special interest groups, during the development of transportation projects. The County and FDOT requires a hybrid format for meetings to provide multiple opportunities for the public to receive information and provide input. A hybrid meeting uses both an in-person and virtual component. Small group and one-on-one meetings can be held in-person or virtually, as seen fit by the appropriate parties. The CONSULTANT will coordinate and perform the appropriate level of public involvement for this project as outlined in **Part 1, Chapter 11**, and **Part 2, Chapter 4** of the **PD&E Manual**, the **FDOT Public Involvement Handbook**, and **FDOT's** Public Involvement Website.

The CONSULTANT will provide the County and the DEPARTMENT drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and approval at least 10 business days prior to printing and/or distribution. The CONSULTANT will document the entire public involvement and agency coordination process in a Comments and Coordination Report or Public Involvement Activities Report and summarize the effort in the Environmental Document. Supporting documentation will be maintained in the Project file in SWEPT.

3.1 PUBLIC INVOLVEMENT PLAN ELEMENTS

3.1.1 Public Involvement Plan

The purpose of a PIP is to identify potentially affected people in a community, define outreach methods, and schedule activities to obtain their input.

The CONSULTANT is responsible for creating the PIP using existing work developed by the County and the DEPARTMENT, as a starting reference, and the level of effort for the Class of Action, if available. The PIP must include a public involvement schedule, identify potentially affected stakeholders and communities in the vicinity of the project, and establish appropriate outreach methods. This includes consideration of the demographics of the study area and any reasonable accommodations required, including, but not limited to disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority populations. The CONSULTANT will review and attach the Sociocultural Data Report (SDR) to the

PIP. **Part 1, Chapter 11** of the **PD&E Manual** provides a sample template for the PIP. At a minimum, the PIP must include the following:

- Project background
- Project goals (for the public involvement process)
- Identification of elected officials and agencies (including city, county, state, and federal representatives, whose jurisdictional/political boundary intersects the project area and Native American Tribes).
- Identification of affected communities, property owners/tenants, business owners, community leaders, stakeholders, and other interested parties (see **Part 1, Chapter 11** of the **PD&E Manual** for examples of other interested parties).
- A contact/mailling list (including names, addresses, telephone numbers, and email information for local elected officials, key community leaders, adjacent landowners, business owners, chamber of commerce leaders, neighborhood association presidents, religious leaders, senior citizen center coordinators, day care center administrators, school principals, utility providers, etc.). The CONSULTANT will initially develop the list from the Environmental Screening Tool (EST), and/or Property Appraisers' Offices. The CONSULTANT will continually update the contact/mailling list to add new names and/or addresses upon request, when elected or other officials change, or names of people or organizations are discovered during the project
- Identification of media (e.g. television, radio, newspaper, social media, websites) for news and/or advertisement
- Proposed public outreach activities (Outreach activities should offer everyone in a community the opportunity to participate in the PD&E effort, and therefore, must include reasonable accommodation of transit-dependent persons, persons with disabilities, and persons with limited English proficiency, etc.).
- Anticipated schedule of public outreach activities
- Methodology for collecting, analyzing, and responding to public comments. All comments and concerns should be analyzed in relationship to the project, its goals, and the overall impact to the community.

The County and the DEPARTMENT requires the CONSULTANT to create and submit a PIP that demonstrates how the creation and maintenance of the Plan will be carried out. The PIP template may be found in **Part 1, Chapter 11** of the **PD&E Manual**:

The CONSULTANT will periodically review the PIP to evaluate the effectiveness of the public involvement activities in accordance with Part 1, Chapter 11 of the PD&E Manual and FDOT's Public Involvement Handbook. The evaluation should indicate whether there is a need to use new outreach strategies to improve public involvement.

No further public involvement activities may begin prior to the submission and approval of the PIP. Upon approval of the PIP, the CONSULTANT shall update the PIP as necessary or upon notification by the County or the DEPARTMENT of a deficiency in the PIP. The County and the DEPARTMENT must approve any changes to the PIP.

3.1.2 Project Website and Social Media

As part of the project's PIP the CONSULTANT will develop public involvement materials using the County's and/or DEPARTMENT's approved template and submit the information to be uploaded into the County's and/or DEPARTMENT's project website (this is not the same as the DEPARTMENT's Public Notice Website). The project website will be created by the CONSULTANT and maintained by the County and/or the DEPARTMENT. The website must meet FDOT requirements (refer to **FDOT's Consultant Managed Website** page). The County and/or the DEPARTMENT will handle Social Media postings.

The CONSULTANT will provide content updates for County's and/or FDOT's project website or Social Media, as necessary. Content updates are usually completed on a set schedule, at project milestones, or to advise the public of new project information. The County and/or the DEPARTMENT is responsible for the approval of any content updates and maintenance of the project website and Social Media.

3.1.3 Public Involvement Data Collection

The CONSULTANT will assist the County and the DEPARTMENT with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the project. The CONSULTANT will maintain and regularly update the public involvement project file (electronic and hardcopy formats) to document all project public involvement activities.

The CONSULTANT is responsible for identifying and maintaining the project mailing list that may include: officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies.

The CONSULTANT will coordinate with the County and the DEPARTMENT to generate or obtain mailing information of property owners using the appropriate County Property Appraiser's Office(s), for the most up-to-date property information.

The CONSULTANT will investigate potential meeting locations to advise the County and the DEPARTMENT of their suitability meeting ADA requirements, room layout, parking, etc.). Refer to **Part 1, Chapter 11** of the **PD&E Manual** for the Sample Public Meeting Facility Checklist. The County and the DEPARTMENT will ultimately approve the meeting location. The CONSULTANT will pay all costs for meeting location rental and insurance (if required). The CONSULTANT will be responsible for all logistics associated with setting up the meeting.

3.1.4 Public Involvement Comment Tracking

The CONSULTANT will compile comments received from the Public Meetings, Project Websites, or any other public outreach activities. The comments and responses will be maintained throughout the PD&E Study.

3.2 SCHEDULED PUBLIC MEETINGS

The CONSULTANT will actively support the County and the DEPARTMENT in conducting public meetings, which may be conducted during weekends or after normal working hours. The CONSULTANT will support the County and the DEPARTMENT in preparation, scheduling, attendance, note taking, providing follow-up services, including debrief meetings with the County and the DEPARTMENT and documenting each meeting. These activities shall be done in accordance with **Part 1, Chapter 11** of the **PD&E Manual** and the **FDOT Public Involvement Handbook**, documented in the updated PIP, Public Involvement Activities Report, or the Comments and Coordination Report and summarized in the Environmental Document.

3.2.1 Types of Public Meetings

The types and number of meetings to be held will depend on the project's COA, the complexity and size of the project, and the level of public interest or potential for controversy. The level of effort and requirements for each of these meetings are defined in the staff hour estimates. Specify if each meeting should be virtual, hybrid, or in-person. The following is a list of anticipated meetings for this project:

- One Project Kick-off Meeting(s)
- One Presentations to Metropolitan Planning Organizations (MPOs) / Transportation Planning Organizations (TPOs) / Transportation Planning Agencies (TPAs) (includes associated technical and citizen committees, as applicable) and affected local governments.
- Two Coordination Meetings with Key Agencies
- One Corridor Workshop(s) or Public Informational Meeting(s)
- One Alternatives Public Information Meeting(s)
- One Hybrid Public Hearing

3.2.2 Meeting Requirements

For any public meeting, the CONSULTANT will prepare and/or be responsible for the following:

- Agenda
- Presentation scripts and/or pre-recorded presentations
- Handouts

- Presentation graphics (provide electronic copies for virtual meetings and presentation boards for in-person)
- Set up Virtual Meeting platform
- Meeting equipment set-up and tear-down
- Display advertisements will be submitted to the County and the DEPARTMENT for review and approval 2 weeks prior to the newspaper's deadline for meeting the publication date. (The CONSULTANT will pay any associated publishing costs.)
- Letters or email notices for elected and appointed officials, property owners, and other interested parties will be submitted to the County and the DEPARTMENT for review and approval 2 weeks prior to the date for distribution. (The CONSULTANT will pay the cost of First-Class U.S. Mail.)
- News releases or project fact sheets. The County and the DEPARTMENT must review news releases and fact sheets 2 weeks before the meeting or distribution.
- Provide District PIO notification materials for uploading to FDOT's Public Notice Website 5 days prior to the notification date for the website.
- Meeting summaries shall be provided to the County and the DEPARTMENT within 2 weeks
- Prepare response letters to public comments for County and/or DEPARTMENT signature.

The CONSULTANT will develop the meeting format for approval by the County and the DEPARTMENT. Any materials prepared by the CONSULTANT for such meetings as listed above are also subject to review and approval by the County and the DEPARTMENT. The CONSULTANT shall provide the County and the DEPARTMENT with a draft of any proposed materials 4 weeks prior to the meeting.

The CONSULTANT will assist the County and the DEPARTMENT when facilitating the public information meeting/workshop to present project details and obtain comments related to the project and/or project alternatives.

The CONSULTANT will participate in both briefing and debriefing meetings with County and DEPARTMENT staff related to the Public Meeting/Workshop.

The CONSULTANT will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the County Project Manager, to assist the County and the DEPARTMENT in such meetings.

The CONSULTANT will provide personnel to facilitate the virtual portion of the meetings. The County and/or the DEPARTMENT may request the CONSULTANT to identify the effect of the project to individual properties on aerial maps or concept plans in response to requests from property owners. The County and/or the DEPARTMENT may also request the CONSULTANT to meet with individual property owners.

3.3 PUBLIC HEARING

In accordance with the FDOT Public Involvement Handbook, all Public Hearings must be a Hybrid format. In addition to the general public meeting requirements above, for the Public Hearing, the CONSULTANT will provide the approved Environmental Document for public availability at the location(s) identified in public notification materials at least 21 calendar days prior to the public hearing date. Locations where the Environmental Document is displayed should be in proximity to the project, easily accessible, and with public transportation availability, if possible. All locations must be Americans with Disabilities Act of 1990 (ADA) compliant and provide reasonable accommodation and access to physically handicapped and disabled persons. The County and/or the DEPARTMENT will approve the locations.

The CONSULTANT will prepare the public hearing notifications on the County's letterhead for County and/or DEPARTMENT review and signature 2 weeks prior to mailing, or as directed by the County and/or the DEPARTMENT. The CONSULTANT will prepare an initial draft notification for review and approval by the County and/or the DEPARTMENT, prior to submitting all notifications for review.

Notifications to elected officials will be signed/emailed by the County Roads and Drainage Division Director or designee. All other notifications to agencies or public officials may be signed/emailed by the County Project Manager. The notification letters/emails must have the County's return address. After the County signs the notifications, the CONSULTANT may send them by First-Class U.S. Mail or email. The County Project Manager will also send the notification letters by email. The CONSULTANT will remit notifications to the Lead Agency, local governments, and regulatory agencies at least 25, but no more than 30 calendar days prior to the public hearing date.

The CONSULTANT will prepare the public hearing notifications to property owners on the County's letterhead for County and DEPARTMENT review and signature, 2 weeks prior to mailing or as directed by the County and/or the DEPARTMENT. After the County Project Manager signs the letters, the CONSULTANT will send via First-Class U.S. Mail. The letters must have the County's return address. The CONSULTANT will send notification letters to property owners at least 14 to 21 calendar days prior to the public hearing.

The CONSULTANT will prepare draft newspaper public hearing notice(s) for County and DEPARTMENT review and approval at least 15 days prior to the newspaper due date for publication. The CONSULTANT will ensure the approved public hearing notice is published a minimum of two (2) times. The first notice should appear 15 to 30 days prior to the hearing; and the second notice should appear 7 to 12 days prior to the hearing. The CONSULTANT will be responsible for the newspaper notification cost. See Part 1, Chapter 11 and Part 2, Chapter 4 of the PD&E Manual, the FDOT Public Involvement Handbook, and FDOT's Public Involvement Website for additional information.

The CONSULTANT will provide the following:

- Public Hearing Notice and publication in the Florida Administrative Register (FAR)
- Notification on the Department's Public Notice webpages through the FDOT PM or District Public Information Officer (PIO) 5 days prior to date of publication.
- Identification of the website(s) and/or locations where the technical reports and Environmental Documents will be available for public review and comment.
- Presentation with script
- Proposed display boards and exhibits, as specified by the County and/or the DEPARTMENT:
 - Meeting location signs
 - Brochures or handouts
 - NEPA Assignment compliance signs
 - Laws and Regulations signs (see **Part 1, Chapter 11** of the **PD&E Manual**)
 - Title VI compliance signs
- Hard copies of technical reports and the version of the Environmental Document approved for public availability.
- Security (off-duty law enforcement), if needed.
- Newspaper advertisements; any press releases and/or advertisements will indicate that the meeting is a DEPARTMENT activity; the CONSULTANT will pay the cost of publishing.
- Expenses for services of a court reporter to be present and obtaining transcripts of comments made during the Public Hearing.
- Response to public comments.

The CONSULTANT will participate in briefing and debriefing meetings with the County and the DEPARTMENT related to the Public Hearing. The CONSULTANT will prepare response letters for County signature for all public comments. The County Project Manager would review and approve any such response letters.

3.4 COMMENTS AND COORDINATION REPORT / PUBLIC INVOLVEMENT ACTIVITIES REPORT

The CONSULTANT will prepare either a Comments and Coordination Report or Public Involvement Activities Report incorporating the PIP, description of the public notification process, summary of all public outreach activities, justification for meeting locations, transcript, errata, and signed certification, as well as documentation for all public involvement activities conducted throughout the project in accordance with **Part 1, Chapter 11** of the **PD&E Manual** and the **FDOT Public Involvement Handbook**. The CONSULTANT will analyze comments received and prepare comment responses for County and DEPARTMENT approval. The CONSULTANT will summarize the public involvement process and document the public comments received and the County's and DEPARTMENT's responses in the Environmental Document. Supporting documentation will be maintained in the project file within SWEPT.

Any coordination regarding other projects should be documented in the Comments and Coordination Report.

3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT

The CONSULTANT shall prepare display advertisement for the notification of the Approved Environmental Document. The CONSULTANT will pay for the cost of publishing. The County and the DEPARTMENT must review and approve the notice prior to publication.

3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

Not applicable for this project.

4.0 ENGINEERING ANALYSES AND CONSIDERATIONS

CONSULTANT activities to conduct and prepare engineering analyses and reports shall occur under the direction of the County Project Manager. The CONSULTANT shall perform engineering activities essential to developing and evaluating project alternatives as outlined in **Part 2, Chapter 3** of the **PD&E Manual** and as specified in this section. The CONSULTANT will gather and review existing data from the County and the DEPARTMENT, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area. The CONSULTANT will collect additional data necessary to supplement existing data.

The CONSULTANT will verify, and if necessary, amend the purpose and need statement for the project based on information obtained from the Programming Screen Summary Report, existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, and input received through the public involvement process.

The CONSULTANT shall develop and analyze conceptual design alternatives to address the project's Purpose and Need. Early in the alternatives development process the CONSULTANT must consider the DEPARTMENT's **Complete Streets, Policy No. 000-625-017, County's Transportation Planning Organization Long Range Transportation Plan (LRTP), County's Transportation Improvement Program (TIP), County's Unified Planning Work Program (UPWP) and Polk Vision Zero Action Plan**. Consideration and integration of DEPARTMENT'S complete streets and County's LRTP, TIP, UPWP and Vision Zero Action Plan during the PD&E Study promotes the efficient development of a multimodal transportation system. The complete streets context classification is determined based on the **FDOT Context Classification Guide** and in coordination with the DEPARTMENT.

Prior to evaluating build alternatives, engineering analysis must demonstrate that maximization of the existing system through various Transportation Systems Management and Operations (TSM&O) strategies will not meet the purpose and need for the project. The CONSULTANT will document the TSM&O Alternative in the alternatives section of the PER and Environmental Document. If the TSM&O Alternative does not meet the purpose and need for the project, the PER and Environmental Document must briefly explain why.

Based on engineering analysis, the public involvement process, and environmental analysis, the County and the DEPARTMENT will identify a proposed design concept (the preferred alternative) to advance to the design phase.

4.1 REVIEW OF PREVIOUS STUDIES

The CONSULTANT shall review and summarize previously completed (or concurrent) planning studies and other studies that are related to this project and appropriately incorporate their results in the analysis of the project as described in the **PD&E Manual**.

4.2 EXISTING CONDITIONS ANALYSIS

The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the project area, assess project needs, identify physical and environmental constraints, develop and analyze project alternatives, and assess constructability issues.

The CONSULTANT will collect data describing existing conditions and characteristics of the project including roadway geometrics, as-built plans, pavement reports, existing right of way, tax maps, maintenance maps, typical section elements, signalization and other operational features, access features, and other data applicable to modes and sub-modes of transportation. Transportation methods may include pedestrians, bicyclists, public transit users (including transit vehicles and riders), paratransit users (carpools, vanpools, taxis, shuttles, jitneys, school buses, and coach buses), and freight users (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler vehicles).

The CONSULTANT will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this project.

The CONSULTANT will furnish necessary exhibits for use in this project, such as a Project Location Map, Corridor Maps, and Concept Plans.

4.3 SURVEY

4.4 GEOTECHNICAL INVESTIGATION

4.5 TRAFFIC ANALYSIS

4.5.1 Traffic Analysis Methodology

Consultant will need to coordinate with the DEPARTMENT Systems Planning regarding the traffic methodology. Typically, FDOT Systems Planning runs the model and provides the model output to the Consultant, while the Consultant is responsible for traffic counts, trendline analysis, and population projections.

4.5.2 Traffic Counts

4.5.3 Vehicle Classification Counts on Roadway Segments and Ramps

4.5.4 Pedestrian, Bicycle and Other Multimodal Data

4.5.5 Calibration and Validation Data for Microsimulation (Optional)

4.5.6 Existing Traffic Operational Analysis

4.5.7 Future Demand Forecasting

4.5.8 No-Build Analysis

The CONSULTANT will analyze the operational performance of the No-Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the project. The CONSULTANT will evaluate the operational effectiveness of the No-Build Alternative using agreed upon performance measures of effectiveness (MOEs). The analysis should include multimodal evaluation for pedestrian, bicycle, freight, and transit modes, as appropriate.

4.5.9 Development and Screening of Build Alternatives

The CONSULTANT will identify, develop, assess, and screen three preliminary project alternatives that would meet the purpose and need for this project in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. Development of alternatives will consider previously completed planning products.

4.5.10 Intersection Control Evaluation

The CONSULTANT will develop a Stage 1 Intersection Control Evaluation (ICE) in accordance with the **Manual on Intersection Control Evaluation** and the **FDM**. The ICE evaluation must include evaluation of operation and geometrics with respect to safety, freight, design year traffic, access management, physical and right of way constraints, design vehicle, posted speed limit, and transit operations.

The ICE may be documented in the PTAR and will be summarized in the PER and Environmental Document consistent with **Part 2, Chapter 3** of the **PD&E Manual**.

4.5.11 Operational Evaluation of Build Alternatives

The CONSULTANT will analyze the operational performance of viable or feasible alternative(s) for opening and design years and any interim years as appropriate. The analysis must include multimodal evaluation for pedestrian, bicycle, freight, and

transit modes as appropriate. The analysis will also include evaluation of access management in relation to traffic safety and operational efficiency within the study area. The analysis may include other measures where appropriate to the goals and objectives of the project. The CONSULTANT will evaluate the operational effectiveness of Build Alternatives using agreed upon performance MOEs.

4.5.12 Project Traffic Analysis Report

4.5.13 Interchange Access Request

Not applicable for this project.

4.5.14 Traffic Data for Noise Study

The CONSULTANT will provide traffic data required for the noise study in accordance with the **Traffic Noise Modeling and Analysis Practitioners Handbook**, and will include the following data for each road segment (i.e., intersection to intersection), ramps, cross streets, and frontage roads, for the existing year, opening year, and the design year for Build and No-Build alternatives:

- LOS C directional hourly volumes
- Number of Lanes
- Demand peak hourly volumes (peak and off-peak directions)
- Existing and proposed posted speed
- Target Speed
- Percentage of heavy trucks (HT) in the design hour
- Percentage of medium trucks (MT) in the design hour
- Percentage of buses in the design hour
- Percentage of motorcycles (MC) in the design hour

4.5.15 Traffic Data for Air Quality Analysis

The CONSULTANT will collect traffic data required for the air quality analysis which will include the following:

- Intersection type and approach speed
- Intersections - peak hour volumes for each approach
- Interchanges - peak hour volumes for each ramp regardless of percent turning volumes
- Toll plaza - peak hour volumes for each approach

4.5.16 Signalization Analysis (Optional)

In coordination with the County's and DEPARTMENT's Traffic Operations Office, the CONSULTANT shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The CONSULTANT will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the recommended alternative. The CONSULTANT shall coordinate

with the local stakeholders before proposing any new system in their jurisdiction and define their roles and responsibilities in the Concept of Operations (ConOps).

4.6 SIGNAGE (OPTIONAL)

An existing sign inventory will be completed by the CONSULTANT. The sign inventory may include regulatory, warning, guide, motorist information and Intelligent Transportation System (ITS) signs. As part of the documentation effort, each of these signs may be photographed, inventoried, numbered, classified and located on aerial photography. Sign structure numbers will also be collected where available. The CONSULTANT will evaluate existing signing and signage requirements for the project.

The CONSULTANT will prepare a conceptual signing masterplan for the preferred alternative. The conceptual signing masterplan is intended to identify conceptual locations and design for major sign structures or critical signing needs.

4.7 TOLLING CONCEPTS (OPTIONAL)

Not applicable for this project.

4.8 SAFETY

The CONSULTANT, in consultation with the County and the DEPARTMENT, will develop the methodology for conducting the safety analysis in accordance with **Part 2, Chapter 2** of the **PD&E Manual** and the **Safety Analysis Guidebook for PD&E Studies**.

4.8.1 Existing Conditions Analysis

The CONSULTANT will perform a safety analysis in accordance with the **Safety Analysis Guidebook for PD&E Studies** and **Safety Crash Data Guidance**. The CONSULTANT will obtain the most recent five (5) years of available data from the County's and DEPARTMENT's crash database and other local sources for this project for the existing conditions analysis. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss. In addition to crash data, field observations, stakeholder input, and other information on existing operations may be necessary.

The CONSULTANT will review the County's and DEPARTMENT's Safety Dashboard to identify safety needs to be considered in the PD&E Study.

4.8.2 Future Conditions Analysis

A future conditions analysis is performed to assess the potential safety benefits of the proposed alternatives in comparison to the No-Build Alternative. The CONSULTANT will analyze the safety performance of the alternatives based on

future traffic volumes, proposed geometrics, modal needs, traffic control conditions, and users of the facility, as appropriate. Future conditions analysis must consider the proposed design context, traffic operational performance and users of the facility. The CONSULTANT will use crash modification factors (CMFs) or the **Highway Safety Manual (HSM)** predictive method as agreed upon in the Traffic Analysis Methodology. Depending on the methodology, additional data may be needed including roadway characteristics and volumes.

The future conditions analysis should also review and assess ongoing or committed projects near the project area that may impact the transportation network.

4.8.3 Documentation of Safety Analysis

The CONSULTANT will document the results of the safety analysis in a standalone Safety Analysis Memorandum and summarize the findings in the PER and Environmental Document if safety is part of the purpose and need.

The discussion of the safety analysis in the Safety Analysis Memorandum will describe existing safety problems and identify the recommended corrective actions to be applied to the proposed alternatives. The CONSULTANT shall describe the future conditions analysis and discuss how the proposed alternatives improve upon any existing or potential safety problems. This will include a comparison of the safety performance of the future No-Build and Build conditions. If more than one Build alternative is being considered and there is a difference in the safety performance of the alternatives, a comparative analysis of the alternatives should be provided.

4.9 UTILITIES AND RAILROAD

The CONSULTANT will obtain information regarding utilities and railroad in accordance with **Part 2, Chapter 21** of the **PD&E Manual**.

4.9.1 Utilities

Prior to starting utility coordination, the CONSULTANT and the County Project Manager shall meet with the District Utility Office (DUO) for guidance to ensure that all necessary utility coordination will be accomplished in accordance with County and DEPARTMENT procedures.

It is anticipated that the following Utility Agency Owners (UAOs) are within or adjacent to the project, but it is the responsibility of the CONSULTANT to determine the final list of UAOs within the project area:

- AT&T
- Sunshine Water Services - Cypress Lakes
- Zayo Group
- Frontier

- City of Lakeland - Lakeland Electric & Fiber
- Summit Broadband
- TECO Peoples Gas
- Polk County Utilities
- Uniti Fiber LLC
- Charter Communications
- Wanrack, LLC

The CONSULTANT will prepare a PD&E Request Package containing items specified in **Part 2, Chapter 21** of the **PD&E Manual**. Upon approval by the County and the DUO, the CONSULTANT will distribute the PD&E Request Package to the identified utility providers and request existing and planned utility information for major above ground and subsurface facilities within the project limits.

The CONSULTANT, County Project Manager and DUO will meet with each UAO as necessary, separately or together, to understand utility conflicts and project potential impacts on utilities. The CONSULTANT will evaluate and consider potential utility conflicts as they may affect the chosen corridor and/or alignment. While evaluating potential impacts and recommending mitigation strategies, the CONSULTANT should refrain from making any compensability determinations in any of the documentation/assessments that they create.

The CONSULTANT will prepare a Utility Assessment Package in accordance with **Part 2, Chapter 21** of the **PD&E Manual** that summarizes the results of the coordination with utility providers.

The CONSULTANT will support the County and the DEPARTMENT including the Office of General Counsel if right of way will be required from Florida Gas Transmission in accordance with the Right of Way Attachment of the Agreement and Global Settlement (August 21, 2013).

4.9.2 Railroads

Not anticipated on this project.

4.10 ROADWAY ANALYSIS

Development of Build Alternatives must consider the DEPARTMENT's **Complete Streets, Policy No. 000-625-017, County's Transportation Planning Organization Long Range Transportation Plan (LRTP), County's Transportation Improvement Program (TIP), County's Unified Planning Work Program (UPWP) and Polk Vision Zero Action Plan** early in the alternatives development process in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. The Complete Streets Policy requires a context-sensitive approach to project development by accommodating all transportation users and their relationship to safety, economy, mobility, and the environment. The

complete streets context classification for the project is based on the DEPARTMENT's **Context Classification Guide** in coordination with the DEPARTMENT.

The CONSULTANT will consider innovative alternatives such as Connected and Automated Vehicle (CAV) technology, autonomous vehicles and tunneling when practicable, especially on Major Projects, as defined in **Part 1, Chapter 4** of the **PD&E Manual**, or projects in highly congested urban areas.

4.10.1 Design Controls and Criteria

The CONSULTANT will prepare design controls and criteria for developing project alternatives and designing initial geometrics and other roadway elements according to the County's and the DEPARTMENT standards.

4.10.2 Typical Section Analysis

The CONSULTANT will develop conceptual typical sections for the project alternatives which address transportation needs and context. Development of typical sections must consider the needs of all project users and the approaches contained in the DEPARTMENT's **Context Classification Guide and Complete Streets, Policy No. 000-625-017, County's Transportation Planning Organization Long Range Transportation Plan (LRTP), County's Transportation Improvement Program (TIP), County's Unified Planning Work Program (UPWP) and Polk Vision Zero Action Plan.**

4.10.3 Geometric Design

The CONSULTANT will perform geometric design using the established project design controls and criteria. The CONSULTANT will also use project traffic data and results of traffic analysis to design appropriate roadway elements. The CONSULTANT will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets and any additional information, as required. See **Part 2, Chapter 3** of the **PD&E Manual** for more engineering and design considerations.

For each alternative evaluated in detail, the CONSULTANT shall prepare sketches of plan, profile, and typical sections as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

4.10.4 Intersections and Interchange Evaluation

The CONSULTANT will develop intersection and interchange concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes,

ramp, auxiliary lanes, storage lengths, ramp terminals, ramp junctions, and other geometric details at the following intersections:

- Kathleen Rd and Duff Rd
- Kathleen Rd and W Campbell Rd
- Kathleen Rd and Raulerson Rd
- Kathleen Rd and W Socrum Loop Rd
- Kathleen Rd and Old Dade City Rd
- Rockridge Rd and US 98

The CONSULTANT will review all planning studies for Intersection Control Evaluations and Interchange Analysis. Data older than 24 months should be validated and checked for reasonableness.

4.10.5 Access Management

The CONSULTANT will review the DEPARTMENT'S standards of the access management classification, found in **Part 2, Chapter 201** of the **FDM** and evaluate its application to the project. The CONSULTANT will recommend the proper access classification and standard to be applied to the project.

The CONSULTANT will show appropriate access management features on the concept plans. Changes in access management should be consistent with the DEPARTMENT's **Median Opening and Access Management, Procedure No. 625-010-021**, and documented in the appropriate sections of the PER and the Environmental Document.

The proposed access management plan will be presented as part of the public involvement process, in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. If a meeting is required, it may be combined with the PD&E Study Public Hearing or other Public Meeting.

4.10.6 Multimodal Accommodations

The CONSULTANT will identify and evaluate accommodations of freight, parking, pedestrian, bicycle, and transit and analyze the existing and planned multimodal needs and developing alternatives to accommodate these users. The CONSULTANT will coordinate with local governments, MPOs, transportation agencies, local Bike/Ped Office(s), rails to trails, etc., and the public in order to understand the transportation needs of users of all ages and abilities to promote the efficient development of multimodal transportation systems. The CONSULTANT will develop new multimodal alternatives.

The CONSULTANT will review transportation systems planning data developed for long range plans, any previously completed technical feasibility studies, and other planning efforts within the study area.

The CONSULTANT will collect necessary data related to existing and planned transit infrastructure and service characteristics within the study area including stop locations, alignment/routing, frequency, span, vehicle loads, vehicle speeds and delays, excess passenger wait and transfer times, and ridership by stop and by route. The CONSULTANT will analyze the existing and planned transit system to identify deficiencies both from a transit agency and transit user perspective.

The CONSULTANT will review, evaluate, and document the location and condition of existing pedestrian, bicycle, and public transit accommodations and freight services in the study area. This activity includes reviewing existing plans, reports, and studies that outline strategies or define projects associated with alternative modes of travel.

The CONSULTANT will consider freight, pedestrian, bicycle, and transit in the development and evaluation of project alternatives commensurate with the context with a goal of improving overall mobility, access, connectivity, safety, and efficiency. Multimodal accommodation may include analysis of on-street parking and loading zone modifications and/or removal, park and ride needs, as necessary. The CONSULTANT will consider and evaluate the existing and anticipated future use of the project by bicyclists and pedestrians, the potential impacts of the project alternatives on bicycle and pedestrian travel, and propose measures to avoid or reduce adverse impacts to bicyclists and pedestrians that would use the project.

The CONSULTANT will also consider supportive Transportation Demand Management and parking management strategies consistent with the transportation context and the needs of all users of the project. The CONSULTANT will assist the County and the DEPARTMENT with coordination with local agencies, transit operators and MPOs as appropriate.

4.10.7 Lighting

The CONSULTANT will evaluate the need for lighting in accordance with applicable manuals, guidelines, standards, and current design memorandums. The CONSULTANT will include the estimated cost for lighting in the construction cost estimate for the preferred alternative.

The CONSULTANT shall prepare a Lighting Justification Report, following the procedures outlined in the FDOT Manual on Uniform Traffic Studies (MUTS).

4.11 IDENTIFY CONSTRUCTION SEGMENTS

Not applicable for this project.

4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS

Intelligent Transportation Systems (ITS) Analysis is not required for this project.

4.13 STRUCTURES

4.13.1 Existing Structures

Existing Structures are not applicable for this project.

4.13.2 Structure Typical Sections

The CONSULTANT will develop typical sections options for the bridges. These will include the DEPARTMENT's standard typical sections, and any typical sections that may result in minimizing right of way and environmental impacts. Coordination with the District's Structures Design Engineer is required.

4.13.3 Proposed Structure

For existing bridges, the CONSULTANT will consider the age, sufficiency rating, typical section, repair costs, vertical and horizontal clearance, historic significance, maintenance of traffic plan, and availability of a detour route to determine if the bridge needs to be repaired or replaced.

For a bridge that is considered historic, or has substantial community value, the study must include a rehabilitation or repair alternative. If the bridge has an existing wildlife crossing feature, coordination with the District Environmental Manager and the resource agencies is required to ensure appropriate bridge design alternatives are considered.

For new bridges, the CONSULTANT will consider the proposed typical section, navigation requirements, vertical and horizontal clearance requirements, location hydraulic evaluation and scour analysis, geotechnical data, security requirements, aesthetics considerations and potential pier locations.

The CONSULTANT will document structural design calculations and design assumptions used in the analysis in the PER and/or BDR. See **FDM, Part 2, Chapter 260, Procedure No. 625-000-002**, for the contents of the bridge analysis.

4.13.4 Structures over Navigable Waters

The CONSULTANT will prepare material for FDOT coordination with USCG for bridge height and clearances as identified in **Part 1, Chapter 16** of the **PD&E Manual**.

4.14 DRAINAGE

The CONSULTANT will perform a drainage analysis in accordance with **Part 2, Chapters 11 and 13** of the **PD&E Manual** and the **DEPARTMENT's Drainage Manual, Procedure No. 625-040-002**. The CONSULTANT shall incorporate or consider any other related technical report findings into the Drainage Reports.

4.14.1 Floodplain and Drainage Data Collection

The CONSULTANT will gather floodplain data from FEMA Flood Insurance Rate Maps, and other relevant sources including local government, local agencies, and regulatory agencies. The CONSULTANT will gather data for drainage analysis including LiDAR, existing survey data, USGS Quadrangle Maps, and field observations.

4.14.2 Drainage Analysis

The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. The CONSULTANT will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drain and outfall structures and identifying the recommended conceptual drainage design for the project.

4.14.3 Floodplain Compensation Analysis

For each roadway alternative, the CONSULTANT will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the Pond Siting Report (PSR).

4.14.4 Sea Level Rise Analysis

For each alternative within the Coastal Building Zone as defined in **62S-7.010 F.A.C.**, the CONSULTANT will perform a Sea Level Impact Projection (SLIP) Study as described in **Part 2, Chapter 3** of the **PD&E Manual**.

4.14.5 Stormwater Management Analysis

The CONSULTANT will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

Using the Watershed Approach to Evaluate Regional Stormwater Solutions (WATERSS) Process, as described in the WATERSS Process Guidebook and **Part 2, Chapter 3** of the **PD&E Manual**, the CONSULTANT will evaluate potential regional opportunities and develop stormwater management facilities.

The CONSULTANT will accelerate any WATERSS Process steps that were not completed prior to starting the PD&E study if they were not completed during the Planning Phase.

The CONSULTANT will coordinate with the County and the DEPARTMENT for permitting requirements and associated meetings with permitting agencies.

As part of the WATERSS process, the CONSULTANT will coordinate with the District WATERSS Champion and District Stormwater Team and become familiar with decisions and agreements made during the planning and ETDM Phase. Those decisions and agreements will be carried forward and more fully developed as applicable for each alternative. The CONSULTANT will review and become familiar with all the previous decisions, and considerations documented in the Stormwater Management Alternatives Report (SMART). The CONSULTANT will update the SMART report to document activities and coordination in PD&E phase.

If the WATERSS process reveals no watershed approach solutions, the CONSULTANT will prepare a PSR or Conceptual Drainage Design Report in accordance with the DEPARTMENT's Drainage Manual and Drainage Design Guide.

4.14.6 Drainage Design (Optional)

4.14.7 Location Hydraulics Report

This task includes development of the Location Hydraulics Report in accordance with **Part 2, Chapter 13** of the **PD&E Manual**.

4.15 LANDSCAPING ANALYSIS (OPTIONAL)

4.16 PROJECT COST ESTIMATES

The CONSULTANT shall estimate the Total Project costs including the costs of design, right of way acquisition, residential and business relocation, construction, construction engineering inspection (CEI), environmental mitigation, utility relocation, and operation

and maintenance (for transit only). Design and CEI costs may be estimated as a fixed percentage of construction cost. Wetland mitigation costs can be based per acreage costs for the appropriate year in the most recent version of **Chapter 11** of the **FDOT's Work Program Instruction**.

4.16.1 Construction Cost Estimates

The CONSULTANT will develop construction cost estimates using the DEPARTMENT's Long Range Estimate (LRE) program for viable alternatives. The CONSULTANT will be responsible for reviewing and updating the cost estimate when scope changes occur, at project milestones, and during the DEPARTMENT's annual Work Program update cycle.

4.16.2 Right of Way Cost Estimates

Based on typical section analysis and County and DEPARTMENT design standards, the CONSULTANT will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the project. Establishment of construction limits will consider the location of drainage features, the transportation management plan, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors.

The CONSULTANT will compare the existing right of way with the proposed right of way requirements to estimate the amount of right of way that the County and/or the DEPARTMENT must acquire.

The County and/or the DEPARTMENT will estimate the cost for right of way acquisition, and cost estimates for relocations and business damages, if any. The CONSULTANT will submit concept plans for the Build Alternatives that include the parcel identification number, existing right of way lines, proposed right of way lines, and acreage of property required. Additionally, the CONSULTANT will provide a spreadsheet with the following parcel information: owner, address, acreage of parent parcel and required amount of property for the project, and parcel number.

Construction Cost Estimates Default Language

The County's and/or the DEPARTMENT's Right of Way Office staff and CONSULTANT will conduct an interactive field trip to review conditions in the corridor as they pertain to actual conditions that might impact the cost of right of way acquisition for the project.

The CONSULTANT will jointly meet with the District Roadway Engineer, Traffic Operations staff, County and DEPARTMENT Right of Way Office staff, and DEPARTMENT's Office of General Counsel staff prior to the development of right of way cost estimates. The purpose of the meeting is to jointly review the proposed design parameters, the proposed alternative alignments to identify those alternatives for which right of way cost estimates will be developed by the County and/or the DEPARTMENT. The goal is to evaluate the alternatives necessary to comply with

PD&E requirements and to satisfy the evaluation needed for eminent domain considerations for each alternative. The CONSULTANT will review and provide comments to the right of way cost estimates developed by the County and/or the DEPARTMENT.

4.16.3 Other Cost Estimates

The CONSULTANT shall incorporate and reference other costs as appropriate from supporting documents such as Utility Impact Assessment Report, Preliminary Engineering Report (PER), and Environmental Reviews.

Other Costs may include utilities, mitigation, contamination, aesthetics, and percentage costs such as Design estimates as appropriate.

4.17 ALTERNATIVES EVALUATION

The CONSULTANT shall document the preliminary alternatives in accordance with the **PD&E Manual** for the following types of alternatives:

- 1 No-Action Alternative, or No-Build Alternative
- 2 TSM&O Alternative
- 3 Multimodal Alternative
- 4 Build Alternative(s)

In order to conduct a preliminary evaluation of alternatives, the CONSULTANT shall develop each alternative sufficiently to evaluate its reasonableness and ability to meet the project's purpose and need in accordance with **Part 2, Chapter 3** of the **PD&E Manual**. Those alternatives that do not meet the project's purpose and need, or are not reasonable or feasible, shall have the basis for their elimination documented in the Preliminary Engineering Report (PER) and Environmental Document. The No-Build and reasonable alternatives will then be advanced for further design and comparative analysis as described below.

By considering project goals and objectives, purpose and need, and ETDM Programming Screen results, the CONSULTANT, in consultation with the County and the DEPARTMENT, will identify and document alternatives to be eliminated from further detailed study. Only viable or feasible alternatives should be carried forward for detailed study. The CONSULTANT must include in the PER a discussion of alternatives, including associated TSM&O strategies, which were considered for the project but eliminated from detailed study (during the Planning or PD&E phase). The discussion should describe each alternative considered; the methodology for eliminating alternatives, data used in the evaluation, agency and public input into the evaluation process; and at what point in the process (Planning or PD&E phase) the alternatives were eliminated.

The CONSULTANT will evaluate the No-Build and viable alternatives, their development, including accommodation of pedestrian and bicycle facilities, access management measures, incorporation of safety and operational measures into the

alternatives' design, and stormwater management facilities. The CONSULTANT will document the evaluation in the PER and the Environmental Document.

4.17.1 Comparative Alternatives Evaluation

The CONSULTANT will establish evaluation criteria at the beginning of the project, which must be agreed upon with the DEPARTMENT before use in the comparative evaluation of alternatives. After developing the viable alternatives, analyzing alternatives, and estimating costs, the CONSULTANT will prepare an evaluation matrix which compares the environmental impacts, performance, and costs of the alternatives evaluated, in detail, in the PD&E study. The evaluation matrix will include the performance of the No-Build Alternative as the baseline for comparison.

4.17.2 Selection of Preferred Alternative

The DEPARTMENT will select a preferred alternative based on review and analysis of engineering, environmental, and public involvement issues related to this project.

4.17.3 Value Engineering (Optional)

Not applicable for this project.

4.18 CONCEPT PLANS

The CONSULTANT will prepare concept plans for all viable project alternatives, in appropriate scales, overlaid on the base map.

4.18.1 Base Map

The CONSULTANT will produce a base map of the project area using DEPARTMENT CADD standards as according to the **CADD Manual**. The base map will contain an aerial photo and existing characteristics for the project. The base map must show environmental issues that are specific to the study area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines.

The CONSULTANT will prepare base maps for the following uses (at noted scales):

- Overall Project Location Map 1: 2000
- Overall Drainage Map 1: 500
- Corridor Maps (Roll Plots) 1: 200

4.18.2 Alternatives Concept Plans

The CONSULTANT will prepare and overlay alternative concept plans on the base map. The concept plans must show potential location for bridges, culverts, retaining walls, right of way lines (existing and proposed), known utility facilities, intersection,

critical driveways, and median openings, among other roadway elements, at appropriate scale according to the DEPARTMENT's **CADD Manual**.

4.18.3 Preferred Alternative

The CONSULTANT will finalize concept plans for the preferred alternative in accordance with **Part 2, Chapter 3** of the **PD&E Manual**.

4.18.4 Typical Section Package

The CONSULTANT will prepare the Typical Section Package (excluding pavement design) in accordance with the **FDM** and attach to the **PER** for inclusion in SWEPT.

4.18.5 Design Exceptions and Design Variations

The CONSULTANT will prepare Design Exceptions and Design Variations Package or Memo for the preferred alternative for DEPARTMENT approval in accordance with the **FDM, Chapter 122**. The design exceptions and design variations shall be identified in the PER. The CONSULTANT will prepare and document a safety analysis as required by the FDM for design variations or exceptions as applicable.

4.19 TRANSPORTATION MANAGEMENT PLAN

The CONSULTANT will prepare a conceptual Transportation Management Plan (TMP) which includes traffic control strategies and may also include additional work zone management strategies based upon the expected work zone impacts of the project in accordance with **Part 2, Chapter 3** of the **PD&E Manual**.

4.20 RISK MANAGEMENT (OPTIONAL)

The DEPARTMENT Project Manager will coordinate with the regional Cost Risk Assessment (CRA) team. A representative from the CRA team will then lead the Risk Assessment for this project. The CONSULTANT and key sub-CONSULTANTS may be asked to attend and participate in the project's Risk Assessment Workshop. The CONSULTANT will support the Risk Assessment Workshop by providing materials requested by the DEPARTMENT Project Manager to conduct the Workshop and associated meetings. The CONSULTANT may be asked to prepare a Risk Management Plan to assess the technical, external (i.e., funding policy changes, and scheduling risks), environmental, and organizational resources that may prevent the project from achieving its objectives. The CONSULTANT may also be requested to prepare a Risk Register to record, analyze, prioritize, and track risk trigger features and their impact to the scope, schedule, budget, or quality. Refer to **Section 240** of the **Project Management Guide** for more information on Risk Management.

4.21 ENGINEERING ANALYSIS DOCUMENTATION

The CONSULTANT will prepare a PER per **Part 2, Chapter 3** of the **PD&E Manual** and the Preliminary Engineering Report Outline and Guidance document.

The CONSULTANT shall include sufficient supporting information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be orderly and logically presented. The final engineering analysis document prepared by the CONSULTANT shall be signed and sealed by a Florida-licensed professional engineer.

4.21.1 Constructability Review

The CONSULTANT will review the constructability of the project by considering the likely response by contractors bidding on the proposed projects, as well as the ability to efficiently construct the project, maintain traffic, and maintain multimodal accommodations for the study area.

5.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Tasks described within this section direct work efforts applicable to the environmental analysis, coordination, and documentation for this project. Prior to beginning any environmental work, the CONSULTANT must review the ETDM Programming Screen Summary Report which includes the summary degree of effects, resource agencies' comments, potential permits, GIS information, and Class of Action from the EST. This review will support the CONSULTANT's ability to adequately assess the potential for project alternatives to affect known environmental resource issues.

CONSULTANT activities to conduct and prepare environmental analysis and reports shall be done under the direction of the County Project Manager. The CONSULTANT will collect pertinent environmental data, conduct analyses, assist the County and the DEPARTMENT in coordination, and document the results of this analysis within technical reports or memoranda. The analyses, coordination, and reporting will be performed and presented in accordance with the **PD&E Manual**.

The CONSULTANT will analyze the Build Alternatives and the No-Build Alternative, with respect to impacts to cultural, natural, social, and physical resources, and document all analyses in the supporting technical reports. Where appropriate, the CONSULTANT will describe existing conditions, project impacts, and proposed measures to avoid, minimize, or mitigate project impacts on the environmental resources or issues. The CONSULTANT will summarize the analysis results and project's effect on environmental resources in the Environmental Document. This may include analysis results or documents prepared by the CONSULTANT or others, either as part of this project or another concurrent study. Additionally, the CONSULTANT must verify and record any environmental resources that is identified as "No Involvement" within the Environmental Document.

5.1 SOCIOCULTURAL EFFECTS

The CONSULTANT will conduct a Sociocultural Effects (SCE) evaluation in accordance with **Part 2, Chapter 4** of the **PD&E Manual** and any related chapters identified below, as appropriate. The CONSULTANT will review the project's ETDM Programming Screen Summary Report, if available, to identify potentially affected resources and the level of importance placed on those resources. The CONSULTANT will consider direct, indirect, and cumulative effects on the community, greater local area and region, as appropriate, and recommend methods to avoid, minimize or mitigate project impacts. The CONSULTANT will review the SDR and verify community data. If the SDR is not available or if there have been significant changes since the previous document, the CONSULTANT will run a new SDR. The CONSULTANT may be required to obtain the affected community's input on the project, verify community data, and identify community concerns and preferences for project alternatives or features. The CONSULTANT will document the results of the SCE Evaluation in the Environmental Document with supporting documentation included in the project file in SWEPT. The following issues will be evaluated and if no involvement for an issue or resource is indicated, then standard statements (as applicable) to that effect from **Part 2, Chapter 4** of the **PD&E Manual** will be included in the Environmental Document.

5.1.1 Social

The DEPARTMENT will provide the technical report for the analysis of this resource and the CONSULTANT will summarize the results in the Environmental Document.

5.1.2 Economic

The DEPARTMENT will provide the technical report for the analysis of this resource and the CONSULTANT will summarize the results in the Environmental Document.

5.1.3 Land Use Changes

The DEPARTMENT will provide the technical report for the analysis of this resource and the CONSULTANT will summarize the results in the Environmental Document.

5.1.4 Mobility

The DEPARTMENT will provide the technical report for the analysis of this resource and the CONSULTANT will summarize the results in the Environmental Document.

5.1.5 Aesthetic Effects

The DEPARTMENT will provide the technical report for the analysis of this resource and the CONSULTANT will summarize the results in the Environmental Document.

5.1.6 Relocation Potential

The CONSULTANT will identify residences, businesses, and institutional or community facilities that may require relocation to accommodate the project. The CONSULTANT will obtain additional site-specific information needed to evaluate the effect of each project alternative on the displacement of residences and businesses and the availability of comparable replacement housing and/or suitable unoccupied buildings for businesses.

The CONSULTANT will collect the data and perform the analysis necessary to complete a Conceptual Stage Relocation Plan (CSRP) for the proposed alternatives, according to **Part 2, Chapter 14/b> of the PD&E Manual and Chapter 9 of the Right of Way Procedures Manual, and summarize the findings in the Environmental Document.**

5.1.7 Farmland

If applicable, the CONSULTANT will perform a Farmlands evaluation in accordance with **Part 2, Chapter 6 of the PD&E Manual.**

5.2 CULTURAL RESOURCES

The CONSULTANT will summarize cultural resources in the Environmental Document. If no involvement for a cultural resource(s) is indicated, then a statement to that effect will be included. If there is involvement with a cultural resource(s), the CONSULTANT will document the assessment of direct and indirect effects of the project on the resource(s), recommend avoidance measures, methods to minimize or mitigate impacts, and any coordination efforts.

5.2.1 Archaeological and Historical Resources

The CONSULTANT will use a professional qualified under the provisions of **36 CFR 61** in compliance with the **National Historic Preservation Act of 1966 (NHPA, Public Law 89-665**, as amended,) and implementing regulations (**36 CFR 800**). All work shall be performed in accordance with the NHPA (Section 106), Florida Statutes (Chapter 267), **PD&E Manual (Part 2, Chapter 8)**, the DEPARTMENT's **Cultural Resource Management (CRM) Handbook**, and the **Section 106 Programmatic Agreement** among FHWA, the Advisory Council on Historic Preservation (ACHP), the Florida Division of Historical Resources (DHR) State Historic Preservation Officer (SHPO), the County and the DEPARTMENT.

Analysis: The CONSULTANT will review and address any issues or comments concerning archaeological or historical resources as mentioned by SHPO or other interested parties, including Native American Tribes, in the project's Programming Screen Summary Report. The CONSULTANT shall research existing information

about historic properties, including data concerning the potential for the occurrence of historic properties not yet identified, and a map of the zones of probability within the project study area. The CONSULTANT, in coordination with the County and the DEPARTMENT, will establish the Area of Potential Effect (APE), including pond sites, and prepare a Research Design and Survey Methodology, in accordance with **Part 2, Chapter 8** of the **PD&E Manual** and **Chapter 5** of the CRM Handbook. The Research Design and Survey Methodology will be submitted to the County and the DEPARTMENT for approval prior to the initiation of field work.

The CONSULTANT will conduct a desktop analysis for all Stormwater Management Facilities (SMF)/ Floodplain Compensation (FPC) areas. Desktop analysis results will be provided in a Desktop Assessment, to the District in support of the Pond Siting Report (PSR) or Stormwater Management Alternatives Report (SMART).

Upon approval of the Research Design and Survey Methodology, the CONSULTANT shall conduct field investigation to identify the presence of archaeological sites and historic resources located within the APE. The CONSULTANT shall identify the boundaries for all historic resources within the APE and evaluate the significance of each resource in accordance with the NRHP criteria for evaluation set forth by the National Park Service (NPS). Should the proposed project potentially effect historical or archaeological resources that are listed on, eligible, or potentially eligible for the NRHP, the CONSULTANT shall prepare a Section 106 Case Report. The Section 106 Case Report shall document the project's direct, indirect and cumulative effects to historical and archaeological resources using the Criteria of Adverse Effect, in accordance with **Part 2, Chapter 8** of the **PD&E Manual** and the **CRM Handbook**, and include avoidance, minimization and mitigation measures.

Coordination: The CONSULTANT shall coordinate all work with DHR SHPO, federally recognized Native American Tribes, and other State and Federal agencies, as appropriate, by the County's and DEPARTMENT's direction. Any coordination with Native American Tribes or State and Federal agencies will be through the District or OEM, as appropriate. The CONSULTANT will be required to assist the County and the DEPARTMENT by providing technical support for Section 106 meetings. In addition, attendance at public meetings may be required.

Documentation: The CONSULTANT will prepare the Cultural Resources Assessment Survey Report (CRAS), or appropriate document, describing and justifying the boundaries of the APE, detailing the survey techniques, geographic extent of the surveys, the survey results, and assessments of resource significance, including preparation of Florida Master Site File forms, and coordination with SHPO and the Advisory Council on Historic Preservation (ACHP), if applicable. If any agreements or commitments are made, they are recorded in the Project Commitment Record (PCR) and the commitment section of the Environmental Document. In the event the project has an adverse effect on a historic property(ies), the CONSULTANT will prepare a Section 106 Case Report and a Section 106 Memorandum of Agreement (MOA). The CONSULTANT will summarize the results of the CRAS, and any cultural resource associated consultation or subsequent cultural

resource documents, in the appropriate section of the Environmental Document. If no involvement for an issue is indicated, then a statement to that effect will be included. If required, the CONSULTANT will assist the County and the DEPARTMENT in obtaining a determination of eligibility from the Keeper of the NRHP as set forth in **36 CFR Part 63**.

5.2.2 Recreational Areas and Protected Lands

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Environmental Document.

5.2.3 Section 4(f) and Concurrent Requirements (Optional)

Analysis: The CONSULTANT will review the project's Programming Screen Summary Report for comments regarding the project's potential involvement with resources protected by Section 4(f) or concurrent requirements, as described in **Part 2, Chapter 7** of the **PD&E Manual**.

Section 4(f) Resources

The CONSULTANT will identify potential Section 4(f) resources, assist the County and the DEPARTMENT in conducting initial coordination with the OWJ to determine the significance of the property, identify the characteristics and functions of the Section 4(f) resource, determine the "use" of the property by the project and prepare the appropriate documentation when Section 4(f) approval is required.

- **Section 4(f) Determination of Applicability:** The CONSULTANT will complete the documentation in the SWEPT Section 4(f) Tool and coordination required to determine the applicability of Section 4(f) in accordance with **Part 2, Chapter 7** of the **PD&E Manual**.
- **Section 4 (f) "de minimis" Documentation:** The CONSULTANT will prepare Section 4(f) "de minimis" documentation in the SWEPT Section 4(f) Tool in accordance with **Part 2, Chapter 7** of the **PD&E Manual**.
- **Individual Section 4(f) Evaluation:** The CONSULTANT will complete the documentation for an Individual Section 4(f) evaluation in accordance with **Part 2, Chapter 7** of the **PD&E Manual**. The CONSULTANT will be required to evaluate a prudent and feasible avoidance alternative and/or conduct a Least Overall Harm Analysis.

The CONSULTANT will assist the County and the DEPARTMENT in coordinating with the OWJ to identify measures to avoid and/or minimize the use of Section 4(f) resource(s) by the project.

Concurrent Requirements

The CONSULTANT will determine whether there are concurrent laws requiring federal or state approvals, as described in **Part 2, Chapter 7** of the **PD&E Manual**. If any viable alternative proposes the use of land from a Section 4(f) property purchased or improved with federal grant-in-aid funds, the CONSULTANT shall

assist the County and the DEPARTMENT in coordination with the appropriate federal agency to ascertain the agency's position on the land conversion or transfer and in meeting the requirements for conversion of the land to a different use.

Documentation: The CONSULTANT shall document whether Section 4(f) or concurrent requirements are applicable, including the project's involvement, agency coordination, compliance with Section 4(f), and summarize in the Environmental Document. The CONSULTANT will incorporate any agreed upon minimization or mitigation measures as environmental commitments in the Environmental Document and the PCR.

5.3 NATURAL RESOURCES

The CONSULTANT will review the project's Programming Screen Summary Report to identify the natural resources present and agency comments and concerns regarding these resources. The CONSULTANT will use this information as a basis for identifying natural resource evaluation areas to be field verified. The condition of the existing natural resources will be updated following field evaluation with the resource agencies. The CONSULTANT will assess the project's direct and indirect effects on the natural resources and document in the Natural Resources Evaluation (NRE) Report and/or the Environmental Document. The assessment and documentation shall include the severity of the impacts, avoidance and minimization measures, anticipated permits, resolution of agency concerns, and the agency coordination process, as appropriate. If there is no involvement with a resource, then a statement to that effect will be provided, in accordance with **Part 2, Chapters 9, 11, 12, 13, 14, 15, 16 and 17** of the **PD&E Manual**, as appropriate. Supporting documentation will be uploaded to the project file in SWEPT.

5.3.1 Wetlands and Other Surface Waters

Data Collection: The CONSULTANT will identify wetlands along the project as per **Part 2, Chapter 9** of the **PD&E Manual**, through review of GIS data, maps, plans, field reviews, and agency coordination.

Analysis: The CONSULTANT will estimate the impacts to the wetlands and other surface waters in the project area in accordance with **Part 2, Chapter 9** of the **PD&E Manual**. The CONSULTANT will utilize the Uniform Mitigation Assessment Method (UMAM) to determine the type, quality, and function of wetlands. The CONSULTANT will evaluate the alternatives' direct and indirect impact to wetlands, including functional loss, and identify measures that avoid wetland impacts. Where wetland impacts are unavoidable, the CONSULTANT will identify practicable measures to minimize impacts.

Conceptual Mitigation: The CONSULTANT will identify mitigation options, which will address potential impacts. If sufficient compensatory mitigation is not available, the CONSULTANT will propose alternative mitigation options.

5.3.2 Essential Fish Habitat

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Environmental Document.

5.3.3 Protected Species and Habitat

Data Collection and Analysis: The CONSULTANT will review the project's Programming Screen Summary Report and develop a study design (to be approved by the County and the DEPARTMENT) to evaluate the magnitude of the project involvement with, and potential impacts to protected species and designated or proposed critical habitats within the study area. Information should also be collected on habitat connectivity, areas that are ecologically important, and species that are otherwise protected by regulation. Upon approval of the study design, the CONSULTANT will perform additional GIS and literature review, field reviews, survey, and coordination necessary to determine the project's involvement with and potential impacts to, federal and state protected, threatened, or endangered species and their habitats, in accordance with **Part 2, Chapter 16** of the **PD&E Manual**. The CONSULTANT may be required to perform specific species surveys for formal consultation.

The CONSULTANT will assist the County and the DEPARTMENT in consultations, including providing responses to agency requests for information, if required.

Conservation Measures and Mitigation Plan: The CONSULTANT will provide an analysis of wildlife and habitat conservation measures such as wildlife crossing and species relocation plans.

5.3.4 Natural Resource Documentation

The CONSULTANT will document the results of the Wetlands and Other Surface Waters, EFH, and Protected Species and Habitat evaluations in a Natural Resources Evaluation (NRE) Report in accordance with **Part 2, Chapter 16** of the **PD&E Manual**. The CONSULTANT will also refer to OEM's **Natural Resources Evaluation Outline and Guidance** document to ensure the proper documentation of natural resources.

Wetland and Other Surface Waters Documentation: The CONSULTANT will document in the NRE or Technical Memorandum, the identification and classification of wetlands and other surface waters, the functional analysis of wetlands, calculation of direct and indirect impacts, avoidance and minimization of impacts, conceptual mitigation measures for unavoidable impacts, and coordination with the resource agencies in accordance with **Part 2, Chapter 16** of the **PD&E Manual**. The CONSULTANT will summarize the findings in the Environmental Document.

EFH Documentation: If an EFH Assessment is required, the CONSULTANT will prepare the EFH Assessment in accordance with **Part 2, Chapter 17** of the **PD&E Manual** as part of the NRE report or Technical Memorandum (**Part 2, Chapter 16** of the **PD&E Manual**). If an EFH Assessment is not required, the CONSULTANT will document the EFH analysis and agency coordination conducted in the NRE report or Technical Memorandum and provide a summary in the Environmental Document.

Protected Species and Habitat Documentation: The CONSULTANT will document the protected species and habitat evaluation and agency consultation in the NRE report or Technical Memorandum, in accordance with **Part 2, Chapter 16** of the **PD&E Manual**, and summarize in the Environmental Document. Documentation should also include effect determinations, dates of concurrence, and/or outcomes of consultation. If it is necessary to prepare a Biological Assessment, this documentation will be compiled as part of the NRE report or Technical Memorandum.

5.3.5 Water Resources

Analysis: The CONSULTANT shall review the project's Programming Screen Summary Report, WATERSS EST GIS Analysis Results, and/or SMART document for identification of the water resources in the project area and agency comments to be considered during the evaluation of the project's involvement with water resources. The CONSULTANT shall review water resource basins or watershed boundaries where the project may have a direct impact on water quality and identify water resource characteristics within the basin boundaries. The CONSULTANT will meet with the County and the District Stormwater Team (DST) to determine applicability of WATERSS and to identify any regional/joint use stormwater management projects. The CONSULTANT shall assess a project's potential impacts to water resources, including Outstanding Florida Waters (OFW), Aquatic Preserves, Outstanding Natural Resource Waters (ONRW), and sole source aquifers (SSA). The CONSULTANT shall identify and evaluate mitigation measures (if necessary) and assist the County and the DEPARTMENT with regulatory agencies and appropriate stakeholder coordination, in accordance with **Part 2, Chapter 11** of the **PD&E Manual**.

Documentation: The CONSULTANT will document the analysis of impacts to water quality in a **Water Quality Impact Evaluation (WQIE) Checklist, Form No. 650-050-37**, prepared for the preferred alternative and briefly summarized in the Environmental Document, and attached to the SMART. If coordination with regulatory agencies or other stakeholders is required, additional documentation shall be included in the SMART or Drainage Documentation. In addition, the CONSULTANT will summarize the drainage analysis and proposed stormwater management system in the Environmental Document and **PER**.

5.3.6 Wild and Scenic Rivers

Analysis: In coordination with the County and the DEPARTMENT, the CONSULTANT shall verify whether the project would have involvement with a designated Wild and Scenic River, Study River, or a river listed in the Nationwide Rivers Inventory (NRI), per **Part 2, Chapter 12** of the **PD&E Manual**.

Wild and Scenic Rivers

Upon verification of involvement with a designated Wild and Scenic River or Study River, the CONSULTANT shall prepare the data and analysis required for the National Park Service (NPS) to make a Section 7(a) determination and assist the County and the DEPARTMENT in coordination with the NPS.

Rivers on the Nationwide Rivers Inventory

If the project involves rivers listed on the NRI, the CONSULTANT shall prepare the additional documentation evaluating the extent and severity of the direct impacts of proposed developments within the river corridor and indirect effects of proposed development outside of the river corridor. The CONSULTANT will assist the County and the DEPARTMENT in coordinating with the NPS and will incorporate mitigation or avoidance measures for adverse effects.

Documentation: The CONSULTANT will document involvement with a Wild and Scenic River or Study River and/or river on the NRI and include the results of coordination, including avoidance and mitigation measures, with the NPS and managing agency in the Environmental Document.

5.3.7 Floodplains

The CONSULTANT shall summarize the findings of the LHR regarding the project's involvement with floodplains or regulatory floodways, measures to avoid and/or minimize impacts to floodplains or floodways, and any coordination with flood management agencies in the Environmental Document and PER, in accordance with **Part 2, Chapter 13** of the **PD&E Manual**.

5.3.8 Coastal Zone Consistency

The CONSULTANT will document the status of the project's Coastal Zone Consistency Determination in the Environmental Document and PER.

5.3.9 Coastal Barrier Resources

The CONSULTANT shall assist the County and the DEPARTMENT in determining the project's involvement with a Coastal Barrier Resource Unit(s) and consultation with the USFWS. The CONSULTANT shall summarize the results of the analysis of

the project's involvement with Coastal Barrier Resources and USFWS consultation in the Environmental Document.

5.4 PHYSICAL EFFECTS

The CONSULTANT will review the project's Programming Screen Summary Report to determine agency concerns regarding the physical effects of the project. The CONSULTANT will establish the physical environment study area, conduct the appropriate analyses to assess the effects of the project on the physical environment. The CONSULTANT will summarize the physical effects analysis, including avoidance and minimization measures taken and coordination efforts in the Environmental Document. If the project has no involvement with an issue, then a statement to that effect will be included in the Environmental Document, in accordance with the appropriate chapter in the **PD&E Manual**.

5.4.1 Highway Traffic Noise

The CONSULTANT will perform the noise analysis, noise abatement evaluation, and assessment of construction noise and vibration impacts in accordance with the **Part 2, Chapter 18** of the **PD&E Manual** and the current version of FDOT's **Traffic Noise Modeling and Analysis Practitioner's Handbook**. The CONSULTANT will prepare materials for, attend, and document a noise study methodology meeting with the County and the DEPARTMENT prior to beginning analysis.

Analysis: The CONSULTANT shall review the project's Programming Screen Summary Report, if available, to identify the locations of potential noise sensitive sites. The CONSULTANT will utilize traffic data from the Preliminary Traffic Analysis Report (PTAR) or its equivalent to conduct a predictive analysis required by 23 CFR § 772.9 using the FHWA Traffic Noise Model (TNM) as described in FHWA's Traffic Noise Model (FHWA TNM©), User's Guide (Version 2.5 Addendum). The CONSULTANT will provide analysis for the no-build alternative (existing and design year) and [Fill in Number] build alternatives (existing and design year). If traffic noise impacts are identified, the CONSULTANT shall identify and analyze alternative noise abatement measures to abate identified impacts. Proposed noise barriers will be analyzed for reasonableness and feasibility in accordance with **Part 2, Chapter 18** of the **PD&E Manual**.

If noise barriers that might block the motorist's view of an existing, conforming and legally permitted outdoor advertising sign are found to be feasible, the District Outdoor Advertising section of the Office of Right of Way must be notified (consistent with the **Right of Way Manual, Procedure No. 575-000-000**). CONSULTANT will assist the County and the DEPARTMENT in coordination with the local government regarding consistency with local ordinances or land development codes. Noise barrier modifications required to meet local ordinances will be analyzed to verify the modified noise barrier will meet the noise reduction requirements. The CONSULTANT will assist the County and the DEPARTMENT in

coordination with affected property owners benefitting from the noise barrier in accordance with **Part 2, Chapter 18** of the **PD&E Manual**.

Documentation: The CONSULTANT will document the methodology and results of the noise analysis and noise abatement evaluation, in the Noise Study Report (NSR). The CONSULTANT will provide an electronic copy of the NSR, in PDF format, as well as all TNM input/output files, and a “readme” file that supports the information documented in the report. The CONSULTANT shall summarize the traffic noise analysis in the Environmental Document, including identification of locations where noise impacts are predicted to occur, where noise abatement is feasible and reasonable, and locations with impacts that have no feasible or reasonable noise abatement alternative in accordance with **Part 2, Chapter 18** of the **PD&E Manual**.

If the project is determined to be a Type III project, the CONSULTANT will document the determination in the Project File.

The CONSULTANT will assist the County and the DEPARTMENT with public meetings support as requested.

5.4.2 Transit Noise and Vibration Impact Analysis

The CONSULTANT will conduct a transit noise and vibration impact analysis as guided by **Part 1, Chapter 14** of the **PD&E Manual** and the **FTA Transit Noise and Vibration Impact Assessment Manual, FTA Report No. 01238**.

5.4.3 Air Quality

Not applicable for this project.

5.4.4 Construction

The CONSULTANT will evaluate and document the potential impacts of the alternatives' construction activities and identify measures to reduce the amount of disruption which could result, in accordance with **Part 2, Chapter 3** of the **PD&E Manual**.

5.4.5 Contamination

The CONSULTANT will review the project's Programming Screen Summary Report for the initial identification of potential contamination sites. The CONSULTANT shall conduct a Level 1 Assessment in accordance with **Part 2, Chapter 20** of the **PD&E Manual**. The CONSULTANT shall investigate the contamination issues within and adjacent to the project's right of way considering the potential for each alternative to encounter contamination during excavation and acquiring new right of way. The CONSULTANT shall develop measures in coordination with the County

and the DEPARTMENT to address identified contamination issues in accordance with **Part 2, Chapter 20** of the **PD&E Manual**.

The CONSULTANT will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in accordance with **Part 2, Chapter 20** of the **PD&E Manual** in a technical memorandum or the Contamination Screening Evaluation Report (CSER), depending on the level of contamination risk. The CONSULTANT will summarize the technical memorandum or CSER in the Environmental Document.

5.5 CUMULATIVE EFFECTS EVALUATION (WHEN APPLICABLE) (SWEPT DIRECTION)

The CONSULTANT will perform a cumulative effects evaluation of each resource of concern identified, based on context and in consultation with the County and the DEPARTMENT, as per the process outlined in the DEPARTMENT's **Cumulative Effects Evaluation Handbook**. The cumulative effects evaluation should build upon information derived from the direct and indirect effects analyses. The CONSULTANT will document the cumulative effects analysis in a Technical Memorandum or a Cumulative Effects Report and summarize the results in the Environmental Document.

5.6 PROJECT COMMITMENTS

The CONSULTANT shall document the development of commitments that have been coordinated and approved by the County and the DEPARTMENT in the appropriate technical report(s), appropriate section(s) of the Environmental Document, and the Commitments section of the Environmental Document per **Part 2, Chapter 22** of the **PD&E Manual**. The Commitments section of the Environmental Document will contain a list of commitments made, the agreed upon language, and the stakeholder(s) involved. The CONSULTANT will ensure that the commitment language is consistent between the technical report(s), and the various sections of the Environmental Document.

6.0 ENVIRONMENTAL DOCUMENT

The CONSULTANT will prepare an Environmental Document in accordance with the **PD&E Manual**. When another agency is serving as a joint lead agency with FDOT, or is the lead agency, or is using the DEPARTMENT's Environmental Document to support issuance of a permit, the CONSULTANT must address that agency's NEPA requirements, including requirements not normally included in a FDOT Environmental Document. All projects must demonstrate compliance with planning consistency prior to approval of the Environmental Document.

The CONSULTANT will assist the County and the DEPARTMENT in completing the Type 2 Categorical Exclusion (CE) Form in SWEPT and all attachments in accordance with **Part 1, Chapter 5** of the **PD&E Manual**.

6.1 PLANNING CONSISTENCY

6.1.1 Transportation Plans

The CONSULTANT will coordinate with the County and the DEPARTMENT to obtain and review transportation plans throughout the life of the project for all modes of transportation including freight, transit, and non-motorized. The following plans or studies should be reviewed as appropriate:

- MPO's adopted Long Range Transportation Plan (LRTP) Cost Feasible and Needs Plans
- Local Government Transportation Improvement Plan (TIP)
- State Transportation Improvement Program (STIP)
- Urban Area Transportation Study
- Local Government Comprehensive Plan (LGCP)
- Local Transit Development Plans (TDP) for bus, rail, or other services
- Non-motorized (bicycle and pedestrian) Plans

6.1.2 Planning Consistency Form

The CONSULTANT will assist the County and the DEPARTMENT's finalization of Planning Requirements for Environmental Document approval.

7.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with **Exhibit B** of this contract. The County Project Manager and the CONSULTANT will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the study schedule and the work accomplished and accepted by the County and the DEPARTMENT. The County Project Manager will decide whether work of sufficient quality and quantity has been accomplished by comparing the reported Scope of Services percent complete against actual work accomplished.

Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided. The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have occurred and the results are acceptable to the County and the DEPARTMENT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Polk County 330 W Church Street, Bartow, FL 33830	FINANCIAL PROJECT NUMBER: 452860-2-28-01
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Project Development and Environment - Phase 28)				
FY: 2026 (CD24)	\$ 2,000,000.00	\$ _____	\$ _____	\$ 2,000,000.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 2,000,000.00	\$ 0.00	\$ 0.00	\$ 2,000,000.00
TOTAL COST OF THE PROJECT	\$ 2,000,000.00	\$ 0.00	\$ 0.00	\$ 2,000,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon

District Grant Manager Name

Marquis Daymon

Digitally signed by: Marquis Daymon
 DN: CN = Marquis Daymon email = marquis.
 daymon@dot.state.fl.us C = US O = FLDOT OU
 = Program Coordinator
 Date: 2025.07.16 09:35:25 -04'00'

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Select Agreement**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

ALN No.: 20.205
ALN Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site: <https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view>
Award Amount: \$ 2,000,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).